

3-28-79

BCOV.1077 PAGE 380

2417

Filed for Record *May 19 1979* At *12 o'clock* In Same Day Recorded & Ex'd per Charles C. Keller, CLK

Deed of Trust

MAR 19-79 A 25201 ***5,828.00

This Deed of Trust is made this 9th day of March, 1979, among the Trustor,

OAKVIEW CONTRACTING CO., INC., a Maryland Corporation 19-79 A-225200-*****1600

(herein "Borrower"), and
ROBERT N. REEVES and **ROBERT K. MADDOX**

(herein "Trustees"), and the Beneficiary, COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE, a corporation organized and existing under the laws of the United States of America, whose address is 110 Commerce Lane, Rockville, Maryland 20850 (herein "Lender"), WITNESSETH

WHEREAS the said Borrowers hereto are justly indebted unto COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE in the principal sum of FIVE HUNDRED EIGHTY THOUSAND AND no/100THS

for which amount they have made, executed and delivered their one certain joint and several promissory note, bearing even date herewith and bearing interest at the rate set forth in said note, said principal and interest payable in monthly installments
 XX AS FOLLOWS: (See Note Below)* XXXXXXXXXXXXXXXXXXXX

AS FOLLOWS: (SEE NOTE BELOW) XX On the same day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 9th day of March, 1980, said payments when so made to be applied first to the payment of the interest on the amount of principal remaining unpaid and the balance thereof credited to the principal; and

WHEREAS, the said COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE or its assigns and the Borrower desire to secure (a) the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said Trustees or substituted Trustees, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest as appears in said note on all such costs and advances from the date thereof; and (b) the performance of the covenants and agreements of the Borrowers herein contained.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the Borrowers, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the Trustees, the receipt of which before the sealing and delivery of these presents is hereby acknowledged have granted and conveyed and do hereby grant and convey unto the Trustees upon the following trusts the following described land and premises, situate in the County of Frederick, State of Maryland, known and distinguished as:

*INTEREST ONLY ON FUNDS ADVANCED PURSUANT TO A BUILDING LOAN AGREEMENT DATED:
February 22, 1979 .

Provided no default exists in the terms of this Deed of Trust, said notes, or the Building Loan Agreement referred to herein, the Grantor shall be entitled to demand and receive releases of individual lots upon the payment of such sums as are advanced for each lot, together with accrued interest thereon to date of such payments and the cost of preparation and execution of the releases; provided, however that neither the acceptance of any such payment nor the issuance of such release shall affect the liability of the Borrower of the lien of this Deed of Trust upon the remainder of the property herein described for the full amount of the indebtedness remaining unpaid.

Lots numbered One Hundred Twenty Five (125), One Hundred Twenty Six (126), One Hundred Twenty Seven (127), One Hundred Twenty Eight (128) One Hundred Thirty Six (136) One Hundred Thirty Seven (137), One Hundred Thirty Eight (138), One Hundred Thirty Nine (139), One Hundred Forty (140) and One Hundred Forty One (141), in a final plat of subdivision known as "SECTION 3, Block D, PLEASANT GROVE as per plat thereof recorded in Plat Book 18, Plat 152, among the Land Records of Frederick County, Maryland; being in the 7th Election District.

Note numbered one, in the amount of \$58,000.00 secures Lot 125, Section 3, Block D, Pleasant Grove, note numbered two, in the amount of \$58,000.00 secures Lot 126, Section 3, Block D, Pleasant Grove, note numbered three in the amount of \$58,000.00, secures Lot 127, Section 3, Block D, Pleasant Grove, note numbered four, in the amount of \$58,000.00 secures Lot 128, Section 3, Block D, Pleasant Grove, Lot numbered Five, in the amount of \$58,000.00 secures Lot 136, Section 3, Block D, Pleasant Grove note numbered six, in the amount of \$58,000.00, secures Lot 137, Section 3, Block D, Pleasant Grove, Lot numbered seven, in the amount of \$58,000.00 secures Lot 138, Section 3, Block D, Pleasant Grove, note numbered **

IT IS STIPULATED AND WARRANTED BY THE LENDER AND THE BORROWER THAT THE LOAN HEREBY SECURED IS TRANSACTED SOLEY FOR THE PRUPOSE OF CARRYING ON OR ACQUIRING A BUSINESS OR COMMERCIAL INVESTMENT.

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all fixtures now or hereafter attached to or used in connection with the Property including but not limited to those for the purpose of supplying or distributing heating, cooling, electricity, natural gas, water, air and light and including, but not limited to; plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, washers, dryers, awnings, screens, blinds, shades, storm windows, storm doors, antennas, attached floor coverings, trees and plants including replacements to all of the foregoing, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the Borrowers, in, to, or out of the said land and premises; and all of the foregoing, together with said property, are herein referred to as the "Property".

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared, that is to say: IN TRUST to permit said Borrower, or assigns as hereinafter provided, to use and occupy the said described Property, and the rents, issues and profits thereof as hereinafter provided, to take, have, and apply to and for such Borrower's sole use and benefit, until such time when the

Recording Fee	16 00
Ind. Stamp Fee	3828 00
	3844 00

Ed. Habit filed August 6, 1980